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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

1 Pursuant to the Court's October 15, 2004 Amended Order, the parties exchanged  
2 proposed lists of terms on October 18. Subsequently, the parties met and conferred on  
3 October 19, 2004 regarding developing a joint list of ten terms for construction to be proposed to  
4 the Court. The parties were able to agree on the following two terms for construction:

5 1. Architecture independent actions and conditions  
6 2. Specifying for each described action and condition of the series one of said stored  
7 definitions

8 The parties, however, were unable to agree on any other terms for inclusion in the list  
9 of terms to be proposed to the Court. Ricoh has understood that the Court's Amended Order to  
10 identify terms meant what it said, namely, to identify claim terms rather than set forth broad  
11 clauses which included a large number of terms (none of which had been separately proposed for  
12 construction). For example, the above second agreed upon term references the "described action  
13 and condition" of the first agreed upon term "architecture independent actions and conditions."  
14 The parties have agreed these two terms, rather than a broad phrase, are to be separately  
15 construed.

16 In contrast, Synopsys and ASIC Defendants (collectively, "Defendants") have  
17 proposed phrases that include a large number of individual terms. Ricoh submits that the  
18 Defendants' approach is inconsistent with the Court's directive that the parties propose ten terms  
19 for construction.

20 Since there was agreement on two terms, leaving eight remaining terms, Ricoh  
21 proposed that an equitable approach would be that each party propose an additional four terms to  
22 be included in the list to be provided to the Court. In response, Defendants demanded that Ricoh  
23 simply agree to Defendants' list. Not only did Defendants reject Ricoh's proposal for  
24 compromise, but they also refused to propose or consider any alternative process to narrow the  
25 disagreement and comply with the Court's Amended Order. Instead, Defendants announced that  
26 they would unilaterally submit their position to the Court. As a result, Ricoh is compelled to  
27 submit its own list of proposed terms for construction.

1           Ricoh proposes for construction by the Court the following terms 3 through 10, all of  
 2 which are terms that Ricoh and the Defendants have differently defined in their proposed claim  
 3 constructions:

- 4           3. Expert system knowledge base<sup>1</sup>
- 5           4. A set of rules<sup>2</sup>
- 6           5. Hardware cells for performing the desired function of the application specific  
                   integrated circuit
- 7           6. Describing... a series of architecture independent actions and conditions<sup>3</sup>
- 8           7. A set of definitions of architecture independent actions and conditions
- 9           8. Selecting . . . a . . . hardware cell
- 10           9. Netlist defining the hardware cells
- 11           10. Interconnection requirements

13           Ricoh will be prepared at the hearing on October 20 to discuss the proposed terms as  
 14 may be directed by the Court.

16           Dated: October 20, 2004

Ricoh Company, Ltd.

17           By: Gary M. Hoffman  
 18           Gary M. Hoffman  
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24           <sup>1</sup> Defendants insist that only the words "expert system" be construed even though the words are  
 25 used as modifiers of "knowledge base."

26           <sup>2</sup> The term "a set of rules" is a discrete term in a broad phrase being proposed by the  
 Defendants.

27           <sup>3</sup> Here, the words proposed by the parties for construction are similar.

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